

Exhibit C-1

King, Patrice A

From: King, Patrice A
Sent: Tuesday, April 12, 2005 6:04 PM
To: 'jfusion@monkey.org'
Cc: 'Lewis Cheng'
Subject: Planetii - US Patent Application



WO2004090739A1.4405042_1.doc (92
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Pii Assignment
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Via E-Mail and Federal Express

US Patent Application for ADVANCED VERSATILE LAYOUT AND RENDERING SYSTEM
Appl. No.: US04/10027

Dear Joe:

Pursuant to your conversation with Lewis, attached please find for your review and execution a "Declaration of Inventorship" and a "Patent Assignment" for the above identified patent case. Under the United States patent laws, each inventor must sign a statutory oath or declaration of inventorship attesting that they are the first and original inventors of the claimed inventions. The patent assignment will effectuate the transfer of your rights in the invention to Planetii as set forth in your employment letter agreement with Planetii. For your convenience, I have also attached a copy of the published application for your review.

Please return a copy of the executed documents to our offices by e-mail or facsimile, and the original document by mail. If you have any questions, please do not hesitate to contact me.

Kindly acknowledge receipt of this e-mail.

Regards,

Patrice

Patrice Andrea King, Esq.
Associate Attorney
Goodwin Procter LLP
103 Eisenhower Parkway
Roseland, New Jersey 07068
Direct Dial: 973.994.7896
General: 973.992.1990
Fax: 973.992.4643
E-mail: pkings@goodwinprocter.com
URL: www.goodwinprocter.com

Exhibit C-2

FedEx *USA Airbill*

Express

FedEx
Tracking
Number

8464 2674 6500

1 From *Manager/Receiver*

Date 4/13/05

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Account Number

2224-2932-3

Sender's Name Patrice King

Phone (973) 992-1990

Company GOODWIN PROCTER LLP

Address 103 EISENHOWER PKWY

City ROSELAND

State NJ ZIP 07068-1031

2 Your Internal Billing Reference

162907-119712

3 To

Recipient's Name Joe Fusion

Phone ()

Company

Address 214 NE 29th Ave

City NEAL, ALA. 36686-0000

Address

City Portland

State OR ZIP 97232

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6 Special Handling

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Sender's Copy

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Exhibit C-3

GOODWIN PROCTER

Patrice A. King
973-994-7896
pking@goodwinprocter.com

Goodwin Procter LLP
Counsellors at Law
103 Eisenhower Parkway
Roseland, NJ 07068
T: 973-992-1990
F: 973-992-4643

April 13, 2005

Via E-Mail and Federal Express

Joe Fusion
214 NE 29th Avenue
Portland, OR 97232

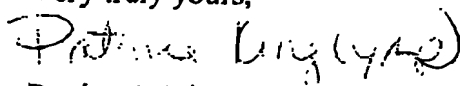
Re: U.S. Patent Application for ADVANCED VERSATILE LAYOUT AND
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Application No.: US 04/10027

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Please return a copy of the executed documents to our offices by e-mail or facsimile, and the original document by mail. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Patrice A. King, Esq.
PZK:yap
Enclosure

Exhibit C-4

FILE

King, Patrice A

From: King, Patrice A
Sent: Tuesday, May 17, 2005 6:16 PM
To: 'jfusion@monkey.org'
Cc: Barberi, Katherine
Subject: REMINDER - Planetii - US Patent Application

REMINDER

-----Original Message-----

From: King, Patrice A
Sent: Tuesday, April 12, 2005 6:04 PM
To: 'jfusion@monkey.org'
Cc: 'Lewis Cheng'
Subject: Planetii - US Patent Application

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Regards,

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Goodwin Procter LLP
103 Eisenhower Parkway
Roseland, New Jersey 07068
Direct Dial: 973.994.7896

General: 973.992.1990

Fax: 973.992.4643

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Exhibit C-5

GOODWIN PROCTER

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April 13, 2005

REMINDER**Via E-Mail and Federal Express****DEADLINE
OCTOBER 1, 2005**

Joe Fusion
214 NE 29th Avenue
Portland, OR 97232

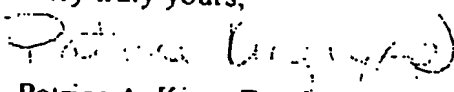
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Very truly yours,



Patrice A. King, Esq.

PZK:yap

Enclosure



ship date
Thu, Sep 15

to
Joe Fusion
214 NE 29th Ave
Portland, OR 97232-3204 US
408-260-7930

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Patrice King (07023)
Goodwin Procter LLP
103 Eisenhower Parkway
Roseland, NJ 07068 US
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Exhibit C-6

Barberl, Katherine

From: King, Patrice A
Sent: Monday, September 19, 2005 8:24 AM
To: 'jfusion@monkey.org'
Cc: Barberl, Katherine
Subject: FW: Planetii - US Patent Application - URGENT REMINDER

URGENT REMINDER - DUE OCTOBER 1, 2005

Please see below. Thank you.

-----Original Message-----

From: King, Patrice A
Sent: Tuesday, April 12, 2005 6:04 PM
To: 'jfusion@monkey.org'
Cc: 'Lewis Cheng'
Subject: Planetii - US Patent Application



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Patrice

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Associate Attorney
Goodwin Procter LLP
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Roseland, New Jersey 07068

Direct Dial: 973.994.7896

General: 973.992.1990

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E-mail: pking@goodwinprocter.com

URL: www.goodwinprocter.com

Exhibit C-7

September 7, 2001

planetii

Joe Fusion
655 5th Avenue
Brooklyn, New York

Dear Joe:

We are pleased to offer you a position at PLANETii USA Inc. ("PLANETii") as Multimedia Developer beginning on September 10, 2001, under the terms and conditions set forth below. You will report directly to Shun C. Chu. As Multimedia Developer, you will be compensated at a rate of US\$3,750 monthly (US\$45,000 pro-rated annually) in accordance with PLANETii's standard payroll practices. All amounts payable to you shall be reduced by standard withholdings and other authorized deductions.

Upon PLANETii's next round of official funding, your rate of compensation will increase up to US\$4,584 monthly (US\$55,000 pro-rated annually) in accordance with PLANETii's standard payroll practices. The exact amount of increase will be decided by the management of PLANETii and will depend on your overall performance.

Your first performance review will be on December 10, 2001. PLANETii may issue you a formal grant of stock options on December 10, 2001, pursuant to the terms of the plan and applicable standard agreement developed by PLANETii. The terms of stock options granted to you will also be decided by the management of PLANETii and will also depend on your overall performance.

You are also eligible for PLANETii's health and dental insurance coverage after the 3rd month of employment. If you choose to enroll, PLANETii pays 50% of the associated costs of your health and dental plan. Please do not hesitate to ask us for more details about our particular plan details.

As an employee of PLANETii, you understand that, in its business, PLANETii has developed and will use commercially valuable technical and non-technical information that is vital to the success of PLANETii's business. You understand that it is necessary for PLANETii to protect such information as confidential and proprietary ("Confidential and Proprietary Information"). Such Confidential and Proprietary Information shall include: (a) research and development work; source code; object code; run-time libraries; system documentation; software-related documentation; system configurations; hardware design; firmware design; layout; and operation of PLANETii's facilities and equipment; all of these items for both customers/clients and for PLANETii's internal operations; (b) contents of proposals/contracts with all former, existing, and prospective customers/clients; costing and estimation procedures and formulae regarding proposals and other uses; sales, profit and loss, profit margin, production costs, overhead, and other bookkeeping and accounting information; all information regarding business development and marketing; names of vendors and suppliers not well known to the trade; all contacts at all such vendors and suppliers whether or not such vendors and suppliers are well known to the trade; costs and contents of proposals and contracts with such vendors and supplies; and (c) confidential information revealed to PLANETii by third parties and which PLANETii is obligated to keep confidential; all copies of this agreement, and any other information that may be considered by PLANETii as PLANETii's confidential information under applicable laws. Confidential and Proprietary Information shall not include information which is, or becomes, in the public domain, unless this occurs through a breach of any of the obligations hereunder; information in your possession from a third party source that is not in breach of any obligation owed to PLANETii; or information required to be disclosed by law.

You agree to hold in confidence all Confidential and Proprietary Information disclosed to you or developed by you in connection with your employment by PLANETii, either in writing, verbally, or as a result of your employment. You shall not, without permission of PLANETii, use or duplicate Confidential and Proprietary Information that you are obligated hereunder to maintain in confidence for any reason other than to enable you to properly and completely perform your job. You shall immediately notify PLANETii of any information that comes to your attention that does or might indicate that there has been any loss of confidentiality of such Confidential and Proprietary Information. Upon termination of employment for any



reason whatsoever, or upon PLANETii's request, you shall promptly return all correspondence, drawings, blue prints, manuals, letters, notes, notebooks, reports, flowcharts, programs, proposals, documents concerning PLANETii's customers/clients and vendors/suppliers, documents concerning products or processes used by PLANETii, and all other documents, writing, and materials utilized by you, together with any copies or other reproductions made in any medium thereof made by you or in your possession or control. You understand that all such records, whether developed by you or others, are and shall remain the property of PLANETii.

Additionally, all files, input and output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (together with any related documentation, and any related materials), database information and other materials which are designed, written or developed in the course of your employment, or any such materials designed, written or developed for or delivered to PLANETii, or designed, written or developed with the use of PLANETii property or personnel, and which may or may not be either confidential or proprietary (collectively, the "PLANETii Materials") shall, as between you and PLANETii, be the sole and exclusive property of PLANETii.

You agree that PLANETii Materials shall be a "work made for hire" (as defined in the Copyright Act of 1976), and that PLANETii shall be considered the author of PLANETii Materials for all purposes and the owner of all the rights comprised in the undivided copyright (and all renewals and extensions thereof) in and to PLANETii Materials and of any and all other rights in PLANETii Materials including patents, trade secret rights, trademarks and other proprietary rights.

In the event that PLANETii Materials are determined not to be a work made for hire and/or there are any rights which do not accrue to PLANETii under this Section, the Agreement shall operate as an irrevocable grant, transfer, sale and assignment to PLANETii of all right, title and interest, including all undivided copyrights (and renewals and extensions thereof) patents, trade secret rights, trademarks and other proprietary rights, in and to PLANETii Materials throughout the universe in all languages and in all media and forms of expressions and communication now known or later developed. The foregoing shall be effective as to each item created by you under this Agreement as of the moment such item is fixed in a tangible medium whether or not such item is complete. Accordingly, PLANETii shall own all works in progress. You shall have no rights of any kind in PLANETii Materials. No rights are reserved to you. You shall execute any and all documents required to effectuate this assignment as PLANETii may reasonably request from time to time.

Further, you shall not, during your employment and for a period of one year following the separation of your employment for any reason, directly or indirectly, influence, solicit or canvass, or attempt to influence, solicit or canvass (a) any customer/vendor of PLANETii to divert their business to any person or entity then in competition with PLANETii (ie., web mathematics tutorial products/services), or otherwise attempt induce any customers to terminate their relationship with PLANETii, or (b) any employee of PLANETii to work for any individual or entity then in competition with the business of PLANETii, or otherwise to terminate his or her relationship with PLANETii.

You recognize and agree that your employment relationship with PLANETii will be "at-will" for all purposes, which means that either you or PLANETii may terminate your employment at any time for any reason. You recognize and agree that this offer of employment is not intended to be and should not be construed to be a contract of employment for any specified duration. Further, PLANETii reserves the right at any time to transfer or second your employment to other companies within PLANETii's group of companies to perform any other reasonable duties (either in addition to or in substitution for your then existing duties). You agree to devote your working time to PLANETii and not engage in other employment unless granted by prior written permission by your manager.

You understand that you have no authority either express or implied, to act or represent that you are acting on behalf of PLANETii, except in those instances in which PLANETii has given you prior written consent that specifically covers your acts or representations. You may not receive any income or material gain from any individuals or entities outside PLANETii for materials produced or service rendered while employed by PLANETii without the prior consent of the President or the Chief Executive Officer of PLANETii.

planetii

By accepting this offer, you affirm that you have the full right and authority to accept this offer and to perform any services required of you in your position as Multimedia Developer, and that by accepting this offer and performing such services you are not breaching any contract or legal obligation you owe to any third party. You acknowledge and understand that your employment is contingent upon verification of your identity and your ability to work for PLANETii and receive compensation for such work.

You acknowledge that PLANETii will be irreparably harmed if your obligations hereunder are not specifically enforced and that PLANETii would not have an adequate remedy at law in the event of an actual or threatened violation by you of your obligations hereunder. Therefore, you agree and consent that PLANETii shall be entitled to an injunction or any appropriate decree of specific performance of any actual or threatened violation or breaches by you or your agent, without the posting of any bond, and such other relief as may be just and proper, including the right to recover all losses or damages suffered by PLANETii resulting from any such breach of threatened breach. You further agree that, in such event, you shall reimburse PLANETii for its attorneys' fees and costs. In the event PLANETii applies to seal any papers produced or files in any judicial proceedings to preserve confidentiality, then you specifically agree not to oppose such application. You consent to the exclusive jurisdiction of the federal and state sitting in the State of New York for all such purposes, and waive any claims you may have that jurisdiction is not proper or such venue is not convenient. The parties hereto further consent that any summons and complaint or notice may be served by certified mail, return receipt requested at the address set forth above.

This offer supersedes and replaces any and all prior offers, agreements, statements, and representations made, whether written or oral, including statements and representations made in any advertisement or in the course of any job interviews, discussions, or negotiations for this position. This offer cannot be amended or otherwise modified and no breach or term of this offer letter may be waived except by a writing signed by a duly authorized officer of PLANETii. This agreement shall be construed and enforced according to the laws of the State of New York applying to contracts that are wholly performed within New York, without regard to principles of conflicts of law.

Joe, we look forward to having you become a member of the PLANETii team and hope you will find this position to be a rewarding career opportunity. With your background and experience, we think you will be an excellent fit for this position as well as a great asset to our company. If you require any additional information, please call me at (718) 625-8542.

Sincerely,



Shun C. Chu
Chief Technology Officer

Please sign and return one copy of this letter to indicate your acceptance of the terms of this offer letter and retain one copy for your records

Offer Accepted: 

Joe Fusion

9.10.2001
Date